

MARTIN LUTHER KING COUNTY
INTERLOCAL AGREEMENT
FOR AUTOMATIC AID

PREAMBLE: This Interlocal Agreement ("this ILA") is entered into this 20th day of MARCH, 2018, by and between the undersigned cities and other local government entities of the State of Washington to adopt a "Service First" philosophy to serve the communities of Martin Luther King County (hereinafter "King County") without strict regard to the jurisdictional boundaries of the participating agencies ("the Parties").

WHEREAS, participating Agencies that operate independent Fire Departments within Martin Luther King County by providing fire, rescue and emergency medical services within their respective jurisdictions that exceeds the resources of a single participating Agency; and

WHEREAS, the Fire Departments have found it to be of mutual benefit if the services of each Fire Department are in some limited and predefined circumstances extended outside of the limits of each jurisdiction into the boundaries of the other; and

WHEREAS, the Fire Departments have operated with either automatic or mutual aid agreements for several decades in an effort to assist departments and their respective communities; and

WHEREAS, it is necessary and desirable that the Fire Departments coordinate efforts for the provision of automatic aid on a county wide basis and for purposes of this Agreement; and

WHEREAS, participating Agencies can benefit by combining their resources to train for and respond to All Hazard incidents in any participating Agency's jurisdiction; and

WHEREAS, subject to approval of the local King County Fire Chiefs, other Agencies may participate in this Agreement.

NOW, THEREFORE, IT IS HEREBY UNDERSTOOD AND AGREED BETWEEN THESE PARTIES, FOR GOOD AND VALUABLE CONSIDERATION OF AUTOMATIC AID AND OTHER COOPERATION BETWEEN THESE PARTIES, AS FOLLOWS:

1. Authority:

This ILA is executed pursuant to the authority provided by chapter 39.34 RCW, the Interlocal Cooperation Act.

2. Purpose:

The purpose of this ILA is to encourage and foster cooperation across jurisdictional boundaries by all of the participating agencies in King County so that the most efficient response may be achieved to all hazards and incidents, regardless of their origin, and to protect life and property. Such cooperation shall include joint planning, joint training and other related activities by the Parties. This ILA is entered into with intent to create Automatic Aid when an Authority Having Jurisdiction are not available or facing draw down, to allow the closest and most appropriate Fire Department to respond to incidents outside of the responding Fire Department's jurisdictional boundaries. All Participating Agencies agree to respond to any reported All Hazard

King County, Washington. By so agreeing, all Parties recognize that this countywide ILA supersedes any prior Automatic Aid Agreement to which they have agreed, unless such an agreement is with a party that is not a party to this ILA.

- b. Original Parties: The Original Parties shall be those local governments listed on Exhibit A, and their participation shall be approved by their respective governing bodies or legislative bodies as demonstrated by the signature pages appended hereto immediately after the Exhibit A list.
- c. Joining/Additional Parties: Additional Parties, who must be qualified by law to participate in such an ILA pursuant to RCW 39.34, may be added at any time after this ILA is executed. by approval of the Administrative Board (see below).
- d. Withdrawal: Any party hereto may withdraw from this ILA by giving at least 60 days prior written notice to the King County Chiefs Association.
- e. Termination: This ILA may be terminated in its entirety by all of the Parties by a two-thirds supermajority of the King County Fire Chiefs at any time. Any party voting in the minority in such vote is entitled to enter into a new Automatic Aid Agreement or Mutual Aid Agreement at any time with any interested local government.
- f. Operating Independently/Other MAA or AA agreements: Nothing in this ILA shall prevent or exclude any party hereto from operating independently within their jurisdictional boundaries when an incident does not require mutual aid or automatic aid. Nor shall this ILA preclude participating agencies from entering into separate Automatic Aid Agreements or Mutual Aid Agreements with neighboring agencies.

6. Services Provided:

The Administrative Board shall determine and agree upon the capabilities of each Fire Department to respond to Automatic Aid incidents and especially incidents requiring special equipment. All Participating Agencies shall have resources staffed 24 hours per day, seven days per week, 365 days per year, with staffing levels consistent with agreed upon standards set by the Administrative Board.

All Participating Agencies shall at a minimum maintain the staffing, resources, and equipment that they had available upon the effective date of this ILA or the date upon which such Fire Department was accepted into the ILA. No Agency shall use this agreement to reduce its staffing, resources or equipment, which would have a detrimental effect on other Participating Agencies.

All Participating Agencies agree to comply with national incident reporting practices and to deploy best practices related to incident management and employee training. Standards such as NFPA, King County Model Procedures of local policies shall be used as a guide when establishing best practices. All Participating Agencies agree to establish a countywide Move Up Plan.

This ILA is intended to cover up to the first 12 hours of an applicable incident. After 12 hours has elapsed, the Washington State Mutual Aid Agreement should be deployed for the duration of the incident. The AHJ agrees to initiate the recall of personnel for incidents within two hours

as they arrive. The incident commander shall be in command of the operations under which the equipment and personnel sent by any party shall serve; provided, that the responding equipment and personnel shall be under the immediate supervision of the officer in charge of the responding apparatus. The equipment and personnel of any responding party shall be released from service and returned to the responding party by the commanding officer in charge of the operations as soon as conditions warrant.

11. Dispatch Channels, Radio Frequencies and Common Language

It is necessary for the success of this Agreement that all Agencies are able to fully communicate with one another. All signatories of this Agreement shall ensure that each Fire and/or EMS Agency and associated dispatch center is available to all dispatch and tactical talk groups for each Zone within King County on every portable and mobile radio.

In addition, the parties, or their designees, shall develop and adopt county wide policies regarding the utilization of dispatch and tactical talk groups for active incidents, including when a unit is on a move up assignment outside of their Zone.

12. Resource Numbering

The parties, or their designees, shall utilize a categorization of apparatus available for automatic aid incidents (i.e. Engines, Ladders, Medic, Aid, Rescue Units and Chief Officers) which are, at a minimum, consistent with resource categorizations identified in by FEMA, NFPA, or best practices.

The Fire Departments party to this Agreement further agree to adhere to a county wide numbering system, approved by the King County Fire Chiefs, for all front line and reserve apparatus and equipment. The parties agree to change the numbering of any apparatus or equipment to comply with this numbering system.

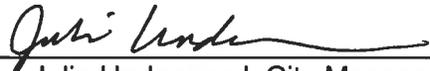
13. Indemnity/Liability:

To the extent permitted by law, each party to this ILA shall protect, defend, indemnify, and hold harmless the other Parties, and their officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, demands, judgments, damages, or liability of any kind including death or injuries to persons or damages to property , which arise out of, or any way result from, or due to any negligent acts or omissions of the indemnifying party. **Provided**, however, that if such claims are caused by or result from the concurrent negligence of (a) the indemnifying party and (b) an indemnified party, their employees and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the indemnifying party, their employees and/or officers; and **provided further**, that nothing herein shall require a party to hold harmless or defend any other party or its employees and/or officers from any claims arising from such other party's sole negligence or that of its employees and/or officers.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES EACH PARTY'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY TO CARRY OUT THE PURPOSES OF THIS INDEMNIFICATION CLAUSE. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

IN WITNESS WHEREOF, authorized representatives of the party listed below have signed their names in the space provided.

CITY OF MERCER ISLAND

By: 
Julie Underwood, City Manager

ATTEST:


Allison Spietz, City Clerk, MMC

APPROVED AS TO FORM:

 3/20/18
Kari Sand, City Attorney

ADDITIONAL PARTIES/SIGNATORIES

City of Bellevue
Boeing Fire Department
Burien Fire District #2
City of Kirkland
Woodinville Fire & Rescue
City of Redmond
City of Seattle
City of Snoqualmie
City of Tukwila
Duvall Fire District
Eastside Fire & Rescue
Enumclaw Fire District #28
Fall City Fire District
South King County Fire & Rescue
Valley Regional Fire Authority
Vashon Island Fire District

King County Airport
Maple Valley Fire District
Mountain View Fire District #44
North Highline Fire District
Port of Seattle Fire Department
Puget Sound Regional Fire Authority
Renton Regional Fire Authority
Shoreline Fire District
Skykomish Fire District
Skyway Fire District
Snoqualmie Pass Fire District
King County Medic One